

AUG 21 1985

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
 RANDOLPH TEACHERS' ASSOCIATION :
 To Initiate Mediation-Arbitration : Case 13
 Between Said Petitioner and : No. 33464
 RANDOLPH SCHOOL DISTRICT : MED/ARB-2801
 ----- x
 Decision No. 22342-A

APPEARANCES

David R. Friedman on behalf of the District
Arden Schumaker on behalf of the Association

On February 21, 1985 the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70(4)(cm)6b. of the Municipal Employment Relations Act in the dispute existing between the Randolph School District, hereafter the District or Board, and the Randolph Teachers' Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on May 8, 1985. Said mediation effort failed to result in resolution of the dispute.

Therefore, the matter was thereafter presented to the undersigned in an arbitration hearing which was conducted on May 13 and June 17, 1985 for final and binding determination.

Post hearing exhibits and briefs were filed by both parties which were exchanged by July 17, 1985. Based upon a review of the evidence and arguments, and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

The issues in dispute involve the frequency of paychecks, the fair share clause, extra curricular pay, long-term disability benefits, the school day, the duration of the agreement, the school calendar, salaries, and preparation time. The parties also disagree on what districts should be utilized as comparables in this proceeding.

Because the disposition of the comparability issue may have an impact on the resolution of the other issues in dispute, it will be addressed first. Thereafter the relative merit of the parties' positions on the other issues in dispute will be discussed individually, after which the undersigned will address the relative merit of the parties' total final offers.

COMPARABILITY

Both parties agree that districts in the Dual County Athletic Conference are appropriate comparables. However the Association contends that contiguous districts are also appropriate comparables because of the economic inter-relationship which exists among these communities.

The Association also submits that statewide settlements should be considered herein, particularly since there is no evidence that the conditions that exist in the District are significantly different than those in other statewide districts. It submits that there is a statewide community of interest based upon:

1. Uniform statewide certification requirements
2. A state equalized aid program
3. A minimum annual days requirement

4. The general acceptance of experience credits from other districts
5. A statewide teachers' retirement system
6. A statewide athletic program
7. A prospective statewide recertification requirement

The District notes that in an arbitration award for the 1983-84 school year an arbitrator found that the Athletic Conference districts were appropriate comparables. At the time of hearing in this proceeding, eight of the ten schools in the Athletic Conference were settled. Therefore the District submits that there is no reason to expand the list of comparables to include Beaver Dam and Markesan.

In addition, in support of this position, at least four other arbitration awards have been cited which established the Dual County Athletic Conference districts as an appropriate self-contained comparability group.

Discussion

Although the undersigned would be willing under some circumstances to consider contiguous districts outside of the Athletic Conference as comparables based upon similarity of size and geographic proximity, it does not appear to be necessary or appropriate to do so in this proceeding where a settlement pattern among comparable districts in the Athletic Conference has been well established, and where another arbitrator has decided that the districts in the Athletic Conference constitute an appropriate set of comparables. Therefore, the undersigned shall utilize the districts in the Athletic Conference which have settled 1984-85 agreements as the appropriate set of comparables for purposes of this proceeding.

DURATION OF THE AGREEMENT

The Association has proposed an agreement for the 1984-85 school year, while the Board has proposed a two-year agreement covering 1984-85 and 1985-86.

District Position

It makes sense at this stage in the bargaining process to look at a two-year contract so that curriculum meeting time can be implemented.

It is also necessary for the Board to attempt to correct the situation wherein the parties are constantly behind the comparable districts' negotiations cycle. A two-year agreement will accomplish this goal.

Association Position

Arguments were not presented.

Discussion

In view of the timing of the resolution of this dispute and the desirability of facilitating an agreement which would allow the parties to negotiate a successor agreement in a timely fashion, the undersigned is persuaded that a two-year agreement would be preferable in this instance. Therefore, the District's position on this issue would appear to be the more reasonable of the two.

SALARY SCHEDULE

The 83-84 salary schedule was composed of four columns, BA, BA 12, BA 24 and MA, with 14 steps in each column. The Association proposes adding three columns to the schedule, BA, BA 6, BA 12, BA 18, BA 24, MA and MA 6. It also removes one step from the BA column. The Board's proposal maintains the four columns for 1984-85, and adds a step at the MS column. In 1985-86 the Board proposes a new MA 12 column plus an additional step at this column.

Association Final Offer

1984-85

<u>Step</u>	<u>BA</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>MA</u>	<u>MA6</u>
1	14600	14850	15100	15350	15600	15850	16150
2	14975	15225	15475	15725	15975	16300	16600
3	15350	15600	15850	16100	16350	16750	17050
4	15725	15975	16225	16475	16725	17200	17500
5	16100	16350	16600	16850	17100	17650	17950
6	16500	16750	17000	17250	17500	18150	18450
7	16900	17150	17400	17650	17900	18650	18950
8	17300	17550	17800	18050	18300	19150	19450
9	17700	17950	18200	18450	18700	19650	19950
10	18100	18350	18600	18850	19100	20150	20450
11	18525	18775	19025	19275	19525	20700	21000
12	18950	19200	19450	19700	19950	21250	21550
13	19375	19625	19875	20125	20375	21800	22100
14		20050	20300	20550	20800	22350	22650

Keep current language, on additional training, plus longevity provision.

District Final Offer

1984-85

<u>Step</u>	<u>BA</u>	<u>12</u>	<u>24</u>	<u>MA</u>
0	14600	15200	15800	16600
1	14925	15525	16125	17000
2	15250	15850	16450	17400
3	15575	16175	16775	17800
4	15900	16500	17100	18200
5	16250	16850	17450	18600
6	16600	17200	17800	19000
7	16950	17550	18150	19450
8	17300	17900	18500	19900
9	17675	18275	18875	20350
10	18050	18650	19250	20800
11	18425	19025	19625	21250
12	18825	19425	20025	21700
13	19225	19825	20425	22200
14				22700

Longevity - 2% of BA base

District Final Offer

1985-86

<u>Step</u>	<u>BA</u>	<u>12</u>	<u>24</u>	<u>MA</u>	<u>MA12</u>
0	15900	16500	17100	17900	18500
1	16225	16825	17425	18300	18900
2	16550	17150	17750	18700	19300
3	16875	17475	18075	19100	19700
4	17225	17825	18425	19500	20100
5	17575	18175	18775	19900	20500
6	17925	18525	19125	20300	20900
7	18300	18900	19500	20750	21350
8	18675	19275	19875	21200	21800
9	19050	19650	20250	21650	22250
10	19450	20050	20650	22100	22700
11	19850	20450	21050	22550	23150
12	20250	20850	21450	23050	23650
13	20650	21250	21850	23550	24150
14				24050	24650

Longevity - 2% of BA base

The Board costs its 1984-85 package at 10.04 percent. It costs its 1985-86 package as 9.13 percent. The Association did not present costing data.

District Position

Utilizing a benchmark analysis, the Board's 1984-85 proposal must prevail.

In addition, the comparable salary schedules do not support the need for two additional lanes in the BA columns of the District's salary schedule.

Furthermore, the relatively low rate of inflation which currently exists also supports the reasonableness of the Board's salary proposal.

Lastly, the Poynette School District for 1985-86 settled at 9.25% while Westfield settled at 9.47%. The District's proposed package of 9.13% for 1985-86 is in line with these settlements.

Association Position

The District has been paying below average salaries and its proposal reduces that below average salary status to a lower position than previously. On the other hand the Association's salary proposal barely maintains current below average salaries. The District's diminishing, relatively low ranking in salaries therefore gives support to the need for a catch-up agreement.

In the BA area, the Association's proposal reduces the already low ranking of the District when compared with other districts in the Athletic Conference, whereas the District's proposal either matches that lowering of rank or pushes it further to the bottom.

In the MA area, the District's proposal includes increases which are greater than the Association's. However, it is noteworthy that less than 25% of the staff are in the MA column, and only three of the eight people in the MA column are in the area where the Board proposed its largest increase.

Although the District's increases at the MA column are better than the Association's, the increases do not match the increases of a number of other districts, and furthermore, they offer no immediate increase to 90% of the teachers in the District. Moreover, this superficial adjustment does not offset the below average increases at the BA column where most of the District's teachers are.

The disparity between the District's salaries and statewide teacher salaries also continues to widen, without justification.

The Association's proposed salary structure is more comparable than the District's, and it will also be more effective in encouraging teachers to pick up more credits.

The large number of credits a teacher needs to attain before a pay increment is paid under the District's proposal also discourages the staff from going back to school. The Association's proposal will effectively remedy this problem.

Only two districts which are comparable have settlements for 1985-86, Poynette and Westfield. The Board's offer would provide inferior wage rates at all but two benchmarks, the BA and MA minimums, when these two district settlements are compared. Benchmark dollar increases would also fall below the average increases of these two settlements..

In addition, the structure of the Board's proposal is also significantly different from and inferior to these two district salary schedule settlements.

Lastly, if the District argues that the current CPI rate should apply now, when inflation is low, it should apply also at times of high inflation. In fact, the inflation factor can best be applied by looking at what other districts have voluntarily agreed to.

Discussion

In order to facilitate an analysis of comparable salary schedule

settlements, the undersigned has constructed the following charts:

<u>BA Minimum</u>				
	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Green Lake	13750	14750	1000	7.3
Pardeeville	13450	14601	1151	8.6
Cambria-Friesland	13400	14600	1200	8.9
Fall River	13355	14000	645	4.8
Princeton	13300	14500	1200	9.0
Poynette	13100	14300	1200	9.2
Rio	13025	14225	1200	9.2
Westfield	13000	13700	700	5.4
Average	13298	14335	1037	7.8
Randolph	13600	B 14600 A 14600	1000 1000	7.3
+/- Average	498	265 265	- 37 - 37	-.5 -.5
Rank Among 9	2	4/5		

<u>BA 7th Step</u>				
	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Green Lake	16913	18143	1230	7.3
Pardeeville	16678	18105	1427	8.6
Rio	16151	17639	1488	9.2
Fall River	16055	17180	1125	7.0
Poynette	16046	17518	1472	9.2
Cambria-Friesland	15500	17300	1800	11.6
Princeton	15440	16750	1310	8.5
Westfield	15400	16700	1300	8.4
Average	16023	17417	1394	8.7
Randolph	15550	B 16600 A 16900	1050 1350	6.8 8.7
+/- Average	- 73	B - 817 A - 517	-344 - 44	-1.9 0
Rank Among 9	6	B 9 A 7		

<u>BA Maximum</u>				
	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	19867	20000	133	6.7
Pardeeville	19153	20792	1639	8.5
Rio	18756	20484	1200	9.2
Princeton	18680	20150	1470	7.9
Poynette	18010	19660	1650	9.2
Green Lake	17531	18806	1275	7.3
Cambria-Friesland	17200	19100	1900	11.0
Fall River	16955	18240	1285	7.6
Average	18269	19654	1319	8.4
Randolph	18050	B 19225 A 19375	1175 1325	6.5 7.3
+/- Average	- 219	B - 429 A - 279	-144 6	-1.9 -1.1
Rank Among 9	5	B 6 A 6		

MA Minimum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Green Lake	16225	17405	1180	7.3
Pardeeville	15871	17229	1358	8.5
Cambria-Friesland	15000	16600	1600	10.7
Poynette	14900	16265	1365	9.2
Princeton	14900	17000	2100	14.1
Fall River	14630	15500	870	5.9
Westfield	14250	16200	1950	13.7
Rio	14225	15425	1200	8.4
Average	15000	16453	1453	9.7
Randolph	14550	B 16600 A 15850	2050 1300	14.0 9.0
+/- Average	- 450	B 147 A - 603	597 -153	4.3 - .7
Rank Among 9	7	B 4/5 A 7		

MA 10th Step

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Pardeeville	21871	23742	1871	8.6
Green Lake	21244	22789	1545	7.3
Poynette	19616	21414	1798	9.2
Rio	19346	20978	1632	8.4
Cambria-Friesland	18800	21550	2750	14.6
Fall River	18680	20270	1590	8.5
Westfield	18250	20700	2450	13.4
Princeton	18210	20450	2240	12.3
Average	19502	21487	1985	10.3
Randolph	18150	B 20350 A 20150	2200 2000	12.1 11.0
+/- Average	-1350	B -1137 A -1337	215 15	1.8 .7
Rank Among 9	9	B 8 A 9		

MA Maximum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Pardeeville	22601	24534	1933	8.5
Green Lake	22481	24116	1635	7.3
Poynette	21188	23129	1941	9.2
Westfield	21175	23700	2525	11.9
Princeton	20700	23100	2400	11.6
Rio	20484	22212	1728	8.4
Fall River	20480	22390	1910	9.3
Cambria-Friesland	20400	23200	2800	13.7
Average	21189	23298	2109	10.0
Randolph	20150	B 22700 A 22350	2550 2200	12.7 10.9
+/- Average	-1039	B - 598 A - 948	441 91	2.7 .9
Rank Among 9	9	B 7 A 8		

Schedule Maximum*

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Green Lake	24131	25886	1755	7.3
Poynette	23415	25989	2964	11.0
Fall River	21890	24050	2160	9.9
Westfield	21175	24700	3525	16.6
Princeton	21100	24600	3500	16.6
Rio	20484	23070	2592	12.6
Average	22032	24716	2749	12.3
Randolph	20150	B 22700 A 22650	2550 2500	12.7 12.4
+/- Average	-1882	B -2016 A -2066	-199 -249	.4 .1
Rank Among 7	7	B 7 A 7		

*Because schedule maximums are not discernable on the Pardeeville and Cambria-Friesland salary schedules they have not been utilized in this set of salary comparisons.

BA Minimum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	13000	15400	2400	18.5
Poynette	13100	15250	2150	16.4
Average	13050	15325	2275	17.5
Randolph	13600	15900	2300	16.9
+/- Average	550	575	25	- .6
Rank Among 3	1	1		

BA 7th Step

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	15400	18400	3000	19.5
Poynette	16046	18682	2636	16.4
Average	15723	18541	2818	18.0
Randolph	15550	18300	2750	17.7
+/- Average	- 173	- 241	- 68	- .3
Rank Among 3	2	2		

BA Maximum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	19867	21800	1933	9.7
Poynette	18010	20970	2960	16.4
Average	18939	21385	2447	13.1
Randolph	18050	20650	2600	14.4
+/- Average	- 889	- 735	153	1.3
Rank Among 3	2	2		

MA Minimum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	14250	18500	4250	29.8
Poynette	14900	17383	2483	16.7
Average	14575	17942	3367	23.3
Randolph	14550	17900	3350	23.0
+/- Average	- 25	- 42	- 17	-.3
Rank Among 3	2	2		

MA 10th Step

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	18250	23000	4750	26.0
Poynette	19616	22873	3257	16.6
Average	18933	22937	4004	21.3
Randolph	18150	21650	3500	19.3
+/- Average	- 783	-1287	-504	-2.0
Rank Among 3	2	2		

MA Maximum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	21175	26000	4825	22.8
Poynette	21188	24703	3515	16.6
Average	21182	25352	4170	19.7
Randolph	20150	24050	3900	18.5
+/- Average	- 32	-1302	-270	-1.2
Rank Among 3	3	3		

Schedule Maximum

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Westfield	21175	27000	5825	27.5
Poynette	23415	27751	4336	18.5
Average	22295	27376	5081	23.0
Randolph	20150	24650	4500	22.3
+/- Average	-2145	-2726	-581	-.7
Rank Among 3	3	3		

The foregoing data indicates that for the 1984-85 school year the parties' salary proposals are identical at the BA Minimum. At the BA 7th step benchmark, the Association's proposal is the more comparable of the two in all respects. The same conclusion applies to the BA Maximum benchmark. At the MA Minimum benchmark, the District's proposed salary is more comparable than the Association's, while the Association's proposed increase is more comparable than the District's. In view of the fact that there does not appear to be a need for catch up at this benchmark, the undersigned deems the Association's proposal to be the more reasonable of the two. At the MA 10th step, the District's proposal is more reasonable than the Association's in that some catch up appears to be justified in order to bring the District into line with its comparables. At the MA Maximum, a catch up increase also appears to be justified to bring

the District into line with its comparables, which supports the reasonableness of the District's proposal. At the Schedule Maximum there is not a sufficiently appreciable difference between the parties' positions to support a conclusion that either party's proposal is substantially more reasonable than the other's.

Based upon the totality of the aforementioned benchmark comparisons, the Association's 1984-85 salary proposal appears to be slightly more comparable than the District's. The reasonableness of the Association's 84-85 salary proposal is further supported when a comparison of the structure of the salary schedule in comparable districts is made. In this regard the record indicates that the Association's proposed salary schedule structure, particularly in the BA columns, is much more in accord with the norm in comparable districts than is the District's proposed salary schedule structure.

Based upon both of the foregoing considerations the undersigned concludes that the Association's proposed 1984-85 salary schedule is more reasonable than the District's.

Based upon the limited number of settlements that exist among comparable districts for 1985-86, it would appear that the District's proposed salary schedule is both comparable and reasonable at the following salary benchmarks: BA minimum, BA 7th step, BA maximum, and MA minimum. The District's proposal however appears to be moderately low at the MA 10th step, MA maximum, and Schedule maximum. Based upon this rather limited data, it would appear, at least at this time, that the District's 1985-86 salary schedule proposal may end up on the somewhat low end of settlements in comparable districts, though it does appear to be comparable at four of the seven salary benchmarks utilized herein.

Based upon the foregoing, it would appear that the District's proposal in this regard is comparable, but not generous.

CALENDAR

The District's 1983-84 calendar consisted of 188 days, 177 of which were student days involving actual instruction. For 1984-85 the District proposes 190 days with 179 student days, and for 1985-86 it proposes 192 days with 180 student days.

District Position

The additional calendar days are basically to be used for student instruction.

Most important in this regard is the fact that the District shares with the Cambria-Friesland District services and a District Administrator. In addition, the District shares a home economics teacher, a vocal music teacher, a driver education teacher, and an elementary music teacher.

If the calendars in the two districts are not identical with regard to the number of days students are in school, then either the students in the District or in Cambria are going to be deprived of part of their education.

The Board has thus attempted to phase in additional days so that the total number of calendar days will be the same as in Cambria.

Association Position

The District is trying to increase the teacher's annual contract to an above average number of work days.

The Board's calendar proposals make an enormous change in the status quo and deviate significantly from comparables. The 83-84 District calendar, on the other hand is very comparable. In this regard, four other districts have 185 work days or less. In addition, the District makes up the first two snow days whereas three comparable districts do not make up the first day. And lastly, the District's five inservice days are equal to or exceed all Athletic Conference districts except Cambria.

The District's reliance on a comparison with Cambria is unjustified. Cambria's calendar is not comparable with comparable districts, and in addition, its wages are below the comparable average. Therefore, a similar inequity for the District's teachers should not carry much weight.

The solution to the problems raised by the District lies at the Cambria negotiating table, where the Superintendent sits, rather than at this District's negotiations.

Discussion

The record indicates that clearly the Association's school calendar proposal is the more comparable of the two at issue herein. However, the District has raised legitimate concerns regarding the need for a calendar which is compatible with the calendar in Cambria-Friesland. Based upon the legitimacy of those concerns and the interests of the affected students, the undersigned is of the opinion that the District's calendar proposal, insofar as it relates to the number of pupil contact days, is preferable to that of the Association even though it is less comparable than the Association's.

EXTENDED CONTRACTS

District Proposal

Should the services of teachers be deemed necessary for extended (i.e., classroom) in excess of 190 days, pay shall be at the rate of 1/190th of the contract for 1984-85. For 1985-86, use 192 days and 1/192th.

Association Proposal

The District's proposal that it have the right to extend individual contracts could seriously disrupt the summer work schedules and educational pursuits of the teaching staff.

District Position

Arguments not presented.

Discussion

Since no problem has been identified by the District necessitating this provision, and since serious inconvenience could occur should the District choose to exercise its rights thereunder, the undersigned concludes that the Association's position on this issue is the more reasonable of the two. This conclusion also appears to be consistent with the practices in comparable districts.

PREPARATION TIME

The Association proposes that elementary and special area teachers be guaranteed a minimum of 225 minutes per week during the times that students are receiving instruction.

Said proposal excludes times before students start class in the morning, recess time, the noon period when students are not in their classes, and the time after classes adjourn in the afternoon.

The Board has proposed that "elementary and special area teachers will receive a minimum of 225 minutes of preparation time per week and an effort will be made to schedule this time during the period of time when students are present."

Association Position

The Association's proposal to guarantee prep time for elementary teachers is designed to rectify the inequity that exists between middle school, high school and elementary teachers.

Currently high school teachers have a total of 240 minutes of prep time as a minimum to 275 minutes as a maximum each week. Middle

school teachers have 215 minutes per week as the minimum. Elementary teachers' prep time varies from between 125 to 210 minutes, plus 50 minutes of guidance per week for most teachers.

With respect to prep time, what happens at the elementary level in the District is not a product of sound educational policy, but rather is the result of what is possible after the middle school, the high school, and the Cambria schedules are satisfied, resulting in little regard for the needs of the elementary teachers

The District has failed to prove that the Association's prep time proposal is impossible to implement. Furthermore, it has failed to prove that it has tried to provide elementary teachers more prep time, and lastly, it has failed to put any monetary value on the cost of implementing the Association's proposal.

Lastly, the District's "make an effort" proposal will only continue to place the elementary staff in the position of being a victim of the Middle School and High School schedule priorities.

District Position

Under the District's proposal prep time can be allowed utilizing current resources.

On the other hand the record indicates that the Association's proposal would be impossible to implement utilizing current staff.

In this regard it is noteworthy that the Association's proposed guarantee contemplates no exceptions in prep time allowances.

Under the Board's proposal, the time before and after school, recess and 20 minutes out of the 50-minute lunch period would be usable for preparation time. This time is in addition to the time that teachers are not required to be in their classrooms when special teachers are present. Under the Association proposal, only the time during which special teachers are present in the classroom when the teacher is not required to be present could be utilized for preparation time.

Since no objection was made to the bargainability of the preparation time proposals at the time final offers were written, whether or not the item is mandatory or permissive is irrelevant.

Nor is the issue moot since it is not clear what is going to happen in 1985-86, nor is it clear whether or not the Association's prep time proposal is retroactive.

Discussion

On this issue the District's position is clearly the more reasonable of the proposals. This conclusion is based upon the fact that it is substantially more in line with comparable district contractual provisions, and perhaps more importantly, it is more realistic and practical given the number of uncontrollable and unforeseeable factors which may affect the District's ability to provide specific teachers with a specific amount of prep time at all times during the school year. In the undersigned's opinion the proposal made by the District requires it to make a good faith effort allowing the Association to challenge the District's conduct if in fact such prep time is generally not provided to the teachers in question. Lastly, the Association's proposal, which would not allow the District to include periods of recess, for example, as prep time, has not been supported by either persuasive argument or comparable experience.

SCHOOL DAY

The District has proposed the following new language:

1. Curriculum meetings may be scheduled to last until 5:00 p.m. (Maximum of one such meeting per month for any curriculum area.)
2. On days scheduled for delayed start the school day for teachers shall begin at 7:30 a.m. Maximum of one such delayed start per month.

District Position

Article 11, Sections E. 1. and 2. of the Board's proposal would allow the Board to extend the work time for teachers and delay the start of the school day for teachers in order to allow teachers to work on curriculum.

The District is part of a voluntary statewide competency based testing program. This program requires that a curriculum be established.

Developing a curriculum takes between 18 and 24 months, if time is available on a regular basis. This is what the Board is trying to achieve in bargaining - the time available to work and develop a curriculum.

The reasonableness of the Board's proposal is enhanced by the fact that the Cambria teachers have voluntarily agreed to provisions almost identical to the one proposed herein by the Board.

Instead of responding to the issue with an alternative proposal the Association has chosen to ignore this critical issue.

Presently almost all of the High School and much of the Elementary/Middle School curriculum is either out of date or non-existent in a written format. Curriculum is basically whatever the individual teacher is teaching. The result is as follows:

When a teacher leaves, the curriculum goes with her or him.

New teachers entering employment do not have a written curriculum to follow.

There has never been a K-12 curriculum developed in coordination between the elementary, middle school and high school. This lack of coordination between teaching levels causes gaps or repetition for students as they progress through the K-12 grade levels.

Coordination between disciplines (language arts and social studies for example) is lacking. Teachers need time to work together to coordinate their efforts in such areas as writing, study skills, etc.

State of Wisconsin programs such as Competency Based Testing/Education require the district to submit evidence that it will only be testing those skills, activities, concepts, etc. which are actually taught. The evidence that the District actually teaches these items will be a written curriculum K-12.

Under the prior contract curriculum work could only take place within the school day between 8:00 a.m. and 4:00 p.m. With school dismissal at 3:25 p.m. this leaves, at best, 25-30 minutes for curriculum work on a K-12 basis. Some teachers have willingly stayed beyond that time, however the District needs at least one meeting per month at which teachers in a specific subject area can spend a minimum of 80-90 minutes working together on curriculum.

In addition the District does use available time in the calendar on scheduled inservice days, but this is limited to no more than 4-6 hours at the beginning of the year and part of one day in February.

The Board also offered additional pay for curriculum work in the summer as part of their proposal. However all of the curriculum work cannot be done in the summer because not all teachers are available or willing to work during the vacation period.

The District can predict that the additional time every month will only be needed until such time as it "catches up" in each subject area. Once a curriculum is current the District expects that the teachers will not have to meet as frequently.

Delayed start time is needed so that the staff can work together on means of improving the schools' program. Because many staff members coach in the afternoon the District would like to meet in the morning before school. By delaying the students' arrival by one hour, and

having the teachers arrive one-half hour early, it allows for a one hour and 20-minute session.

Association Position

The District already has options available to it to facilitate curriculum development. Article 11 provides for the voluntary extension of the annual contract of teachers at the rate of 80% of their regular salary. This option has not been utilized by the District for this purpose.

Discussion

The District's proposals in this regard are supported by meritorious, legitimate educational consideration. Though the evidence does not indicate that comparable districts operate under similar policies, because legitimate problems have been identified by the District, and because its proposed response to such problems appears to be reasonable, the undersigned believes that the District's school day proposals are preferable to the Association's position on this issue.

LONG TERM DISABILITY INSURANCE

The parties' prior Agreement did not contain a long-term disability insurance benefit.

The Association proposes a \$6 per month District contribution toward a long-term disability plan, whereas the District proposes \$4 per month for 1984-85 and up to \$5 for the 1985-86 school year.

Association Position

The District currently has no long-term disability insurance benefit, whereas nine of ten comparable districts pay from \$3 per month to 100% of a LTD plan.

Given the fact that most districts have provided a LTD plan for a number of years, the District has been below standard in the area of health insurance (92% for family health) and has no dental insurance (four paid 100% in other districts), the Association's LTD proposal is only a small step toward making the District's fringe benefits more comarable with other districts.

District Position

The Board believes that the amount it should be required to contribute toward a new fringe benefit, such as long-term disability insurance, should be increased gradually. On the other hand, the Association has asked for a Board contribution which amounted to the full cost of the benefit.

In addition, the fact that the Board can select an insurance carrier helps to alleviate some of the problems that are inherent when neither party has proposed the exact benefits to be paid for.

Lastly, the Board's proposal is clearer as to how and when the benefit is to be implemented.

The Board's proposal specifically reserves to the Board the right to select the insurance carrier, with the proviso that changes will not result in any reduction of coverage.

Because it is next to impossible to retroactively implement a new insurance plan, the Board in its duration clause proposed that long-term disability coverage, as well as the Board's obligation to pay the premium, would become effective thirty days after the resolution of this contract.

Discussion

While the District's proposal clarifies certain ambiguities which are inherent in the Association's proposal, said clarifications, in the undersigned's opinion, are implicit in the Association's

proposal on this issue based upon the record developed herein.

With respect to the amount of the District contribution toward a long-term disability insurance plan, based upon the fringe benefit packages available in comparable districts, the undersigned concludes that the Association's proposal is the more comparable and reasonable of the two proposals on this issue.

SUBSTITUTION PAY

The Association proposes increasing the hourly wage from \$7.11 to \$8.01 for those "who supervise a group of students in a classroom during the absence of the regularly assigned teacher."

Association Position

The Association's proposal reflects an increase of 12.7% (equivalent to its proposed base increase) and the current Agreement provides that the \$7.11 figure is based on "the percentage increase of the base salary....".

District Position

Arguments not presented.

Discussion

In view of the fact that the increase proposed by the Association is consistent, in percentage terms, with its proposed base increase, and based upon the comparability of its proposed increase with the practice in comparable districts, the undersigned deems the Association's position on this issue to be reasonable and preferable to the District's position.

EXTRA CURRICULAR PAY

The parties are in agreement that \$1,000 will be distributed among extra curricular activities in 1984-85. The difference between the parties has to do with the method of distribution.

The Association proposes that the money "be evenly distributed on a percent basis to existing schedule." The Board proposes that the money "be distributed among the extra curricular activities."

In 1985-86 the District proposes that \$1,500 be distributed among extra curricular activities.

District Position

The Board's extra curricular proposal assumes that the money will be evenly distributed among all activities.

Because the Association's proposal in this regard is so ambiguous, the Board's position on this issue should prevail.

Association Position

Arguments not presented.

Discussion

Because neither party's position on this issue is substantially clearer or more equitable than the other's, and because the dollar amount to be applied to extra curricular pay is not in dispute, the undersigned finds no basis for concluding that either party's proposal on this issue is substantially more preferable than the other's.

PAYCHECKS

The parties' prior agreement provided that paychecks be paid on the 25th of each month, with certain exceptions. The Association proposes that teachers be paid on the 10th and 25th of each month.

The Board proposes that teachers received two paychecks a month, on dates to be mutually agreed upon.

District Position

Because the Board's proposal provides greater flexibility in establishing payroll dates, its proposal is slightly more preferable than the Association's.

Association Position

Arguments not presented.

Discussion

Because of the uncertainty inherent in the District's proposal on this issue, the Association's proposal appears to be the more reasonable of the two, particularly since the District has failed to raise significant problems that would result therefrom.

FAIR SHARE

District Position

Missing from the Association's fair share proposal is any notification as to when a change in the amount of fair share is to be made. Paragraph B.1. of the Board's proposal provides that the Association notify the Board 30 days before any change is to be made in the fair share amount. It also provides that only one change per year will be honored by the District.

Paragraph B.2. of the Board's proposal provides that fair share payments are to be made in 12 periods, which is in line with paragraph 18 which requires that dues deductions be made over 12 payroll periods.

The Board also proposes that the Association notify the Administrator by September 15 of the names of the employees for whom dues deductions are to be made. Missing from the Association's proposal is any indication of when deductions are to commence.

The Board also provides for when deductions will be made for newly hired employees.

In paragraph B.5. the Board proposes that payment will be transmitted the month following the month in which deductions are made. The Association does not indicate when such transmittals are to be made.

Lastly, the Board proposes that the Board will make adjustments in an employee's next paycheck where there has been an error in fair share deductions in the employee's next paycheck if there are sufficient funds to cover the adjustment.

Association Position

Arguments not presented.

Discussion

Absent argument or evidence indicating that the District's proposal on this issue is unreasonable and/or inequitable, and in view of the District's arguments in support of the reasonableness of its proposal, the undersigned deems the District's position on this issue to be the more reasonable of the two.

TOTAL FINAL OFFER

Clearly some issues in this dispute are more significant to the parties than others. Among the most significant are the duration of the contract, salaries, the length of the calendar, and preparation time. When these issues are considered individually, the District prevails on three - duration, calendar length, and prep times, while the Association prevails slightly on one. However,

when these issues are viewed in the context of their totality, another conclusion is warranted. Although the District's proposed calendar is warranted on its individual merits, when viewed in the context of the District's salary proposal, which appears to be moderately low in 1985-86, and which would continue to leave the District below average in several critical areas of the salary schedule, then the District's calendar proposal becomes substantially less reasonable. If the District wishes a school calendar which is longer than the calendars in existence in comparable districts, the teachers who are required to work for that longer period of time should not be required to work for below average increases or salaries. That is what the District is requesting the teachers to do under its proposal, and in the undersigned's opinion, that combination is simply not justifiable. Though the District's desire for a lengthier school calendar appears to be warranted, the District must expect to pay above average salaries for such additional service. Because its proposal does not accomplish that end, in the undersigned's opinion the Association's proposal, as it pertains to salaries, calendar length, and duration, must be deemed preferable to the District's.

Another significant issue remains, and that is preparation time. On that issue, which is of significant consequence to both parties, the District continues to clearly prevail.

Of the remaining issues, although the District prevailed on the school day issue on its merits, again, when viewed in the context of the District's salary offer, the reasonableness of the District's proposal diminishes somewhat.

Such extra time warrants at least above average compensation, which does not appear to be pervasive in the District's salary proposal.

The remaining issues, in the undersigned's opinion, should not be given significant weight or consideration in determining the outcome of this dispute since they probably will not have a significant impact on the parties.

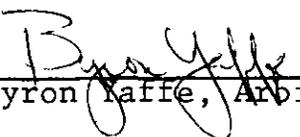
Based upon all of the foregoing considerations, the undersigned has the difficult and somewhat unpleasant task of selecting between two final offers, both of which contain proposals which are meritorious and unreasonable. In effect, the undersigned is left with the task of deciding which of the two final offers contains the least unreasonable proposals. That choice, though difficult, requires the undersigned to select the Association's final offer, with the hope that the parties can iron out the problems contained therein in their negotiations for their 1985-86 Agreement. Most troublesome in this regard is the Association's prep time proposal, which clearly warrants significant modification in the parties's successor Agreement.

Therefore, based upon all of the foregoing considerations, the undersigned hereby renders the following

ARBITRATION AWARD

The final offer submitted by the Association herein shall be incorporated into the parties 1984-85 collective bargaining agreement.

Dated this 21st day of August 1985, in Madison, Wisconsin.


Byron Raffe, Arbitrator